Enterprise Service Agreement (ESA)

This Vigilant Solutions Enterprise Service Agreement (the "Agreement") is made and entered into as of this 7th Day of June, 2017 by and between **Vigilant Solutions, LLC** , a Delaware company, having its principal place of business at 2021 Las Positas Court Suite # 101, Livermore, CA 94551 ("Vigilant") and The City of Oxnard, through the Oxnard Police Department, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at 300 West Third Street, Oxnard CA 93030 ("Affiliate").

WHEREAS, Vigilant designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Vigilant provides access to license plate data as a value added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Affiliate will separately purchase License Plate Recognition (LPR) hardware components from Vigilant and/or its authorized reseller for use with the Software Products (as defined below);

WHEREAS, Affiliate desires to license from and receive service for the Software Products provided by Vigilant;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Affiliate and Vigilant hereby agree as follows:

I.   Definitions:

"CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

"CLK" or **"Camera License Key"** means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or Lineup brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Affiliate by another vendor that is not a Vigilant certified reselling partner.

"Commercial LPR Data" refers to LPR data collected by private sources and available on LEARN with a paid subscription.

"Criminal Justice Information Services Division" or **"CJIS"** means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJI to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

"Effective Date" means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

COUNCIL APPROVED
DATE
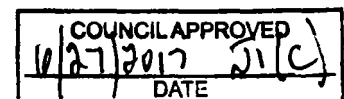
"Enterprise License" means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant or Vigilant's certified reselling partners. This Enterprise Service Agreement allows Affiliate to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

"LEA LPR Data" refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's retention policy.

"Service Fee" means the amount due from Affiliate prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to Section VIII of this Agreement.

"Service Package" means the Affiliate designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

"Service Period" has the meaning set forth in Section III (A) of this Agreement.

"Software Products" means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, LineUp and other software applications considered by Vigilant to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved vigilant cameras and other hardware components provided by Vigilant or through Vigilant certified reselling partners. Software Products shall not be permitted to operate on third-party provided or not Vigilant-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Affiliate.

"Technical Support Agents" means Affiliate's staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Affiliate's Software Products support contact.

"User License" means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media, limited to a single licensee.

"Users" refers to individuals who are agents and/or sworn officers of the Affiliate and who are authorized by the Affiliate to access LEARN on behalf of Affiliate through login credentials provided by Affiliate.

II.   Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Vigilant hereby grants Affiliate an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Affiliate or any third party acting on behalf of Affiliate shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Affiliate shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Vigilant, is strictly prohibited.

III. Term; Termination.

A. **Term.** The initial term of this Agreement is for one (1) year beginning on the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Vigilant will provide Affiliate with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). The total term of this Agreement shall not exceed three (3) years without an amendment by the parties. This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Affiliate's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section VIII below, Affiliate may also pay in advance for more than one Service Period.

B. **Affiliate Termination.** Affiliate may terminate this Agreement at any time by notifying Vigilant of the termination in writing thirty (30) days prior to the termination date, and deleting all copies of the Software Products. If Affiliate terminates this Agreement prior to the end of the Initial Term, Vigilant will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Vigilant by Affiliate. Upon termination of the Enterprise License, Affiliate shall immediately cease any further use of Software Products. Affiliate may also terminate this agreement by not paying an invoice for a subsequent year's Service Fee within sixty (60) days of invoice issue date.

C. **Vigilant Termination.** Vigilant has the right to terminate this Agreement by providing thirty (30) days written notice to Affiliate. If Vigilant's termination notice is based on an alleged breach by Affiliate, then Affiliate shall have thirty (30) days from the date of its receipt of Vigilant's notice of termination, which shall set forth in detail Affiliate's purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Vigilant Affiliate has not reasonably cured the described breach of this Agreement, Affiliate shall immediately discontinue all use of Software Products and certify to Vigilant that it has returned or destroyed all copies of Software Products in its possession or control. If Vigilant terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Vigilant terminates this Agreement prior to the end of a Service Period for no reason, and not based on Affiliate's failure to cure the breach of a material term or condition of this Agreement, Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. **Warranty and Disclaimer.** Vigilant warrants that the Software Products will be free from all Significant Defects (as defined below) during the lesser of the term of this Agreement (the "Warranty Period") or one year. "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Vigilant. Vigilant will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however,* if Vigilant cannot substantially correct a Significant Defect in a commercially reasonable manner, Affiliate may terminate this Agreement and Vigilant shall refund to Affiliate an amount calculated by multiplying the total amount of Service Fees paid by Affiliate for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Affiliate's exclusive remedy for defects in the Software Product. Vigilant shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Vigilant's negligence or intentional misconduct. Vigilant disclaims all warranties, expressed or implied, including but not limited to implied warranties of

merchantability and fitness for a particular purpose. In no event shall Vigilant be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Products.

B. **Infringement Protection.** If an infringement claim is made against Affiliate by a third-party in a court of competent jurisdiction regarding Affiliate's use of any of the Software Products, Vigilant shall indemnify Affiliate, and assume all legal responsibility and costs to contest any such claim. If Affiliate's use of any portion of the Software Products or documentation provided to Affiliate by Vigilant in connection with the Software Products is enjoined by a court of competent jurisdiction, Vigilant shall do one of the following at its option and expense within sixty (60) days of such enjoinment: (1) Procure for Affiliate the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. **Use of Software Products Interface.** Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Affiliate that Affiliate's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Vigilant is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Affiliate will receive technical support by submitting a support ticket to Vigilant's company support website or by sending an email to Vigilant's support team. Updates, patches and bug fixes of the Software Products will be made available to Affiliate at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Vigilant will provide Software Products support to Affiliate's Technical Support Agents through e-mail, fax and telephone.

VI. Camera License Keys (CLKs).

Affiliate is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Affiliate's agency in accordance with selected Service Options. As Affiliate installs additional units of the Software Products and connects them to LPR cameras, Affiliate is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Affiliate by going to Vigilant's company support website and completing the online request form to Vigilant technical support staff. Within two (2) business days of Affiliate's application for a CLK, Affiliate's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.

A. **Ownership of Software Products.** The Software Products are copyrighted by Vigilant Solutions and remain the property of Vigilant Solutions. The license granted under this Agreement is not a sale of the Software Products or any copy. Affiliate owns the physical media on which the Software Products are installed, but Vigilant Solutions retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B.   Rights in Software Products. Vigilant Solutions represents and warrants that: (1) it has title to the Software and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII.   Data Sharing, Access and Security.

If Affiliate is a generator as well as a consumer of LPR Data, Affiliate at its option may share its LEA LPR Data with similarly situated LEAs who contract with Vigilant to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Vigilant will not share any LEA LPR Data generated by the Affiliate without the permission of the Affiliate.

Vigilant has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes state-of-the-art access control technologies that meet or exceed CJIS requirements. In addition, Vigilant has installed and configured a solid network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX.   Ownership and use of Commercial LPR Data and LEA LPR Data.

Vigilant retains all title and rights to Commercial LPR Data. Users shall not utilize Commercial LPR Data on the behalf of other local, state or Federal LEAs. Affiliate retains all rights to LEA LPR Data generated by the Affiliate. Should Affiliate terminate agreement with Vigilant, a copy of all LEA LPR Data generated by the Affiliate will be created and provided to the Affiliate. After the copy is created, all LEA LPR Data generated by the Affiliate will be deleted from LEARN at the written request of an authorized representative of the Affiliate or per the Affiliate's designated retention policy, whichever occurs first. Commercial LPR Data and LEA LPR Data should be used by the Affiliate for law enforcement purposes only.

X.   Loss of Data, Irregularities and Recovery.

Vigilant places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI.   Data Retention and Redundancy.

LEA LPR Data is governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Vigilant's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII.   Account Access.

A.   Eligibility. Affiliate shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Affiliate. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant.

B. <u>Security.</u> Affiliate shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Affiliate's Users a username and password (one per user account). A limited number of User accounts is provided. Affiliate will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Affiliate shall notify Vigilant immediately if Affiliate believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Affiliate must notify Vigilant immediately if Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

C. <u>CJIS Requirements.</u> Affiliate certifies that its LEARN users shall comply with the following CJIS requirements:

1. Affiliate agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for data.
2. Affiliate agrees to protect systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
3. Affiliate will only provide access to Vigilant systems and Affiliate-owned LEA information through Affiliate managed role-based access and applied sharing rules configured by the Affiliate.
4. Affiliate agrees to create and retain activity transaction logs to enable auditing by the LEA data owners, Vigilant staff, and FBI CJIS if requested.
5. Affiliate agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by client LEA agencies at Affiliate's own expense.
6. Affiliate agrees to reinforce staff policies for creating user accounts with only one Affiliate domain email addresses for each user. Exceptions may only be granted in writing by Vigilant.

XIII.   **Service Package, Fees and Payment Provisions.**

A. <u>Service Package.</u> This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

☐   <u>Service Package - Basic LPR Service Package:</u>

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
  o LEARN, CarDetector and TAS

☐   <u>Service Package - Option # 1 – Standard LPR Service Package:</u>

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant's LPR Mobile Companion smartphone application

[X]   Service Package - Option # 2 – 'Intelligence-Led Policing (ILP)' Service Package:

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
    - FaceSearch Account
    - FaceSearch Mobile Companion
    - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, "Custom" Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Affiliate to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Vigilant issued CLK's at the time of Service Fee invoicing, and which will be used by Affiliate in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK's issued)				
Total # of CLK's under this ESA	0-14 CLK's	15-30 CLK's	31-60 CLK's	Over 60
Basic Service	$525.00	$450.00	$400.00	$275.00
Standard (Option # 1)	$750.00	$640.00	$565.00	$390.00
ILP Subscriber CLK Renewal Fees	$525.00	$450.00	$400.00	$275.00

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Vigilant's net income) and Affiliate agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Affiliate and Vigilant agree that the number of CLKs issued as of the Effective Date of this Agreement is three (3). All future additions of CLKs shall only be those as provided for in the definitions provided above.

C.   Advanced Service Fee Payments. Vigilant Solutions will accept advanced Service Fee payments on a case by case basis for Affiliates who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Affiliate makes advanced Service Fee payments to Vigilant Solutions, advanced payments to Vigilant Solutions will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Affiliate continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. **Total Fees**. Notwithstanding any other section of this Agreement, the fee for the initial term of this Agreement is $72,980 plus $4,935.20 in tax, which includes all first year service fees and the equipment purchase detailed in Exhibit B attached hereto and incorporated herein by reference. The service fee for years two and three is $34,720 per year. The not to exceed amount over the total three year term of this Agreement is $150,000.

E. **Price Adjustment**. Vigilant has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than the greater of (i) 4% of the prior Service Period's Service Fees, or (ii) prices identified in the original proposal. If Vigilant intends to adjust the Service Fee for a subsequent Service Period, it must give Affiliate notice of the proposed increase at least thirty (30) days before the date that Vigilant invoices Affiliate for the upcoming Service Period.

XIV. Miscellaneous.

A. **Limitation of Liability**. IN NO EVENT SHALL VIGILANT SOLUTIONS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF VIGILANT SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL VIGILANT SOLUTIONS'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY AFFILIATE TO VIGILANT SOLUTIONS FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. **Indemnity during Site Visit**. Notwithstanding section A, Vigilant hereby agrees to indemnify, hold harmless, and defend Affiliate from any and all liability, damages, costs and financial loss, including all costs and expenses of litigation or arbitration, resulting from any wrongful or negligent acts or omissions while on the Affiliate's property during the installation of the equipment detailed in Exhibit A by Vigilant or its agents, employees, contractors, or consultants.

C. **Confidentiality**. Affiliate acknowledges that Software Products contain valuable and proprietary information of Vigilant Solutions and Affiliate will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Vigilant Solutions.

D. **Assignment**. Neither Vigilant Solutions nor Affiliate is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

E. **Amendment; Choice of Law**. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of California without regard to its conflicts of law.

F. **Complete Agreement**. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

G. **Relationship**. The relationship created hereby is that of contractor and customer and of licensor and Affiliate. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and

shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

H.   No Rights in Third Parties. This agreement is entered into for the sole benefit of Vigilant Solutions and Affiliate and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

I.   Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

J.   Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

K.   Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

L.   Right to Audit. Affiliate, upon thirty (30) days advanced written request to Vigilant Solutions, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

M.   Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

N.   Authorized Representatives; Technical Support Agents. Affiliate's Authorized Representatives and its Technical Support Agents are set forth below (Last Page). Affiliate's Authorized Representative is responsible for administering this Agreement and Affiliate's Technical Support Agents are responsible for administering the Software Products and acting as Affiliate's Software Products support contact. Either party may from time to time change its

Authorized Representative, and Affiliate may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

O.   Insurance. Vigilant shall obtain and maintain during the performance of this Agreement the insurance coverages as specified in Exhibit INS-I, attached hereto and incorporated herein by this reference, issued by a company satisfactory to the Affiliate's Risk Manager, unless the Risk Manager waives, in writing, the requirement that Vigilant obtain and maintain such insurance coverages.

Vigilant shall, prior to performance under this Agreement, file with the Risk Manager evidence of insurance coverage as specified in Exhibit INS INS-I. Evidence of insurance coverage shall be forwarded to the Risk Manager, addressed as specified in Exhibit INS INS-I.

Maintenance of proper insurance coverages by Vigilant is a material element of this Agreement. Vigilant's failure to maintain or renew insurance coverages or to provide evidence of renewal may be considered as a material breach of this Agreement.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Manufacturer: Vigilant Solutions, LLC

Authorized Agent: Bill Quinlan

Title: Vice President Sales Operations

Date: _5-26-2017_

Signature: _____

Authorized Agent: Steve Cintron

Title: Chief Financial Officer

Date: _5/26/2017_

Signature: _____

AFFILIATE - CITY OF OXNARD

_____   _6-28-17_
Greg Nyhoff, City Manager   Date

APPROVED AS TO FORM:

_____   _5/30/17_
Stephen M. Fischer, City Attorney   Date

APPROVED AS TO CONTENT:

_____   _5/30/17_
[name], Project Manager   Date

_____   _5/30/17_
[name] , Department Head   Date

APPROVED AS TO INSURANCE:

_____   _6/12/17_
Mike More, Risk Manager   Date

> The City requires the following for any contract:
>
> - For a corporation, the signatures of the Board President, CEO or Vice President _and_ of the Board Secretary, Assistant Secretary, CFO or Assistant Treasurer;

VIGILANT

Enterprise Service Agreement

Contact Information Worksheet

Please complete the following contact information for your Vigilant Solutions Enterprise License program.

Enterprise License Agreement Holder		
Company / Agency Name:	City of Oxnard/ Oxnard Police Department	
Company / Agency Type:		
Address: 300 West Third Street,		
Oxnard, CA 93030		
Primary Contact		
Name: Christopher Williams		
Title: Commander	Phone:	805-385-8290
Email:		
Supervisor Information		
Name:		
Title:	Phone:	
Email:		
Financial Contact (Accounts Payable)		
Name:		
Title:	Phone:	
Email:		
Technical Support Contact # 1		
Name:		
Title:	Phone:	
Email:		
Technical Support Contact # 2		
Name:		
Title:	Phone:	
Email:		

For questions or concerns, please contact Vigilant Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079

Exhibit A: Option # 2 ILP Tier Package Components

Part #	Item Description
VS-ILP-1M3RE	**ILP Mobile Bundle for Agencies of Up to 100 Sworn** Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-camera mobile LPR system - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images
VS-ILP-2M3RE	**ILP Mobile Bundle for Agencies of 101 to 200 Sworn** Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Two (2) 3-camera mobile LPR system - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 20,000 images
VS-ILP-3M3RE	**ILP Mobile Bundle for Agencies of 201 to 500 Sworn** Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Three (3) 3-camera mobile LPR system - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 50,000 images
VS-ILP-4M3RE	**ILP Mobile Bundle for Agencies of 501 to 1,000 Sworn** Includes: - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Four (4) 3-camera mobile LPR system - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 75,000 images

VS-ILP-5M3RE	**ILP Mobile Bundle for Agencies of 1,001 to 1,500 Sworn**
	Includes:
	- Agency license for LEARN SaaS
	- Unlimited access to Commercial LPR data
	- Five (5) 3-camera mobile LPR system
	- First year of Basic and Standard Service Packages
	- LEARN-Mobile Companion
	- Mobile Hit Hunter
	- Agency license for FaceSearch
	- Image gallery up to 100,000 images
VS-ILP-6M3RE	**ILP Mobile Bundle for Agencies of 1,501 to 2,000 Sworn**
	Includes:
	- Agency license for LEARN SaaS
	- Unlimited access to Commercial LPR data
	- Five (5) 3-camera mobile LPR system
	- First year of Basic and Standard Service Packages
	- LEARN-Mobile Companion
	- Mobile Hit Hunter
	- Agency license for FaceSearch
	- Image gallery up to 200,000 images

VIGILANT
SOLUTIONS

Quote For:

Oxnard Police Department
ILP Package, Year 1

Quoted By:

Vigilant Solutions LLC
Greg Mills

Date: 05-25-17

Be Smart. Be Safe. Be Vigilant.

PROJECT QUOTATION

We at Vigilant Solutions are pleased to quote the following systems for the above referenced project:

Qty	Item #	Description
(1)	VS-ILP-3M3RE	**Intelligence Led Policing Package w/ 3-Camera Mobile LPR Hardware - Up to 500 Sworn** • 3-Camera Mobile LPR system - Quantity = 3 LPR Systems 　o Power over Ethernet (POE) LPR cameras 　o Lens configuration to be confirmed by customer at time of order • CarDetector Mobile LPR Software for MDC Unit 　o Includes Mobile Hit Hunter Data Access Feature • LEARN Software as a Service (SaaS) including: 　o LEARN Data Analytic Tools 　o Unlimited Commercial LPR data Access 　o Hosting, data and system management of LPR data 　o LEARN-Mobile Companion SmartPhone application (Android & iPhone) • First year Standard Service Package for hosted LPR server access • FaceSearch Hosted Facial Recognition 　o Image gallery of up to 50,000 images
(3)	Hardware Installation	**Installation of Vigilant Hardware**
(3)	VS-LBB-02-E	**LPR Camera Mounting Brackets - Light Bar Mounting Style - Complete Set** • LPR Camera Mounting Bracket - Rooftop under light bar • Compatible with most Whelen,Code3,TOMAR,Federal Signal,Argent S2 Light Bars • Mounts up to four (4) LPR cameras
(1)	VS-LEARN–H	**Vigilant Hosted/Managed Centralized LPR server via LEARN** • Vigilant hosted/managed LEARN account 　o Central repository for all LPR data acquired by each LPR system • Includes Vigilant's suite of LPR data analytics via online web access 　o Automated CarDetector software update management 　o Plate searching, mapping, data mining utilities 　o Stakeout, Associate Analysis and Locate Analysis 　o Full administrative security with management auditing • Plug-N-Play an unlimited number of CarDetector LPR systems 　o Requires NO server hardware, NO server maintenance • Requires Vigilant Enterprise Service Agreement contract

(1)	SSU-LN-COM	**Vigilant Start Up & Configuration of Hosted/Managed LEARN Server Account** • New client account setup via national LPR server • Required for all hosted/managed LEARN client accounts
(3)	SSU-SYS-COM	**Vigilant System Start Up & Commissioning of 'In Field' LPR system** • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Applies to mobile (1 System) and fixed (1 Camera) LPR systems

(1)	VS-TRNG	**Vigilant End User Training for LPR Systems**
		
		• End user training for Vigilant products
		   o Covers all client purchased applications
		   o Includes classroom and field operation training
		• Vigilant certified technician to visit site and perform one training class

(1)	VS-TRVL-01	**Vigilant Travel via Client Site Visit** • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
(1)	Tax	**Tax on Hardware**
Subtotal Price		**$77,915.20**

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. No permits, start-up, installation, and or service included in this proposal unless explicitly stated above.
3. Central compute resource hardware sold separately unless explicitly stated above.
4. All hardware components to have standard One (1) year hardware warranty.
5. This Quote does not include anything outside the above stated bill of materials.
6. Extended hardware warranty not included. Additional 1-4 years available.
7. One year of services included.

Quoted by: Greg Mills - 858-287-0067 - greg.mills@vigilantsolutions.com

Total Price	**$77,915.20**